

<b>SOLICITATION, OFFER, AND AWARD</b>			<b>WorkStations and System Furniture</b>		Page of Pages 1   35		
2. Contract Number		3. Solicitation Number  DCPL-2008-I-0037		4. Type of Solicitation <input checked="" type="checkbox"/> Sealed Bid (IFB) <input type="checkbox"/> Sealed Proposals (RFP) <input type="checkbox"/> Sole Source <input type="checkbox"/> Human Care Agreements <input type="checkbox"/> Emergency		5. Date Issued  6/23/2008	
7. Issued By: <b>D. C. Public Library</b> Office of the Chief Procurement Officer 901 G Street, NW - Room 401 Washington, DC 20001				6. Type of Market <input type="checkbox"/> Open <input checked="" type="checkbox"/> Set Aside/35% Effort <input type="checkbox"/> Open with Sub-Contracting Set Aside			
8. Address Offer/Award to: <b>same</b>							
NOTE: In sealed bid solicitations "offer" and offeror" means "bid" and "bidder"							
<b>SOLICITATION</b>							
9. Sealed offers in original and <u>2</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried to the bid counter located at <u>901 G Street, NW - Room 401 - Wash., DC 20001</u> until <u>2:00pm</u> local time <u>14-Jul-08</u> (Hour) (Date)							
CAUTION: Late Submissions, Modifications and Withdrawals: See 19 DCMR chapter 43 as applicable. All offers are subject to all terms & conditions contained in this solicitation.							
10. For Information Contact		A. Name Ameer M. Abdullah, Sr.		B. Telephone (Area Code) 202 (Number) 727-1206 (Ext)		C. E-mail Address ameerm.abdullah@dc.gov	
11. Table of Contents							
(X)	Section	Description	Page No.	(X)	Section	Description	
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
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X	G	Contract Administration Data	15	X	M	Evaluation factors for award	
X	H	Special Contract Requirements	19				
<b>OFFER</b>							
12. In compliance with the above, the undersigned agrees, if this offer is accepted within <u>90</u> calendar days from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified herein.							
13. Discount for Prompt Payment		10 Calendar days %	20 Calendar days %	30 Calendar days %	Calendar days %		
14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION):		Amendment Number	Date	Amendment Number	Date		
15A. Name and Address of Offeror		15B. Telephone (Area Code) (Number) (Ext)		15 C. Check if remittance address is different from above - Refer to Section G		16. Name and Title of Person Authorized to Sign Offer/Contract	
						17. Signature	
						18. Offer Date	
<b>AWARD (TO BE COMPLETED BY GOVERNMENT)</b>							
19. Accepted as to Items Numbered		20. Amount		21. Accounting and Appropriation			
22. Name of Contracting Officer (Type or Print)		23. Signature of Contracting Officer (District of Columbia)			24. Award Date		



Government of the District of Columbia



D. C. Public Library

## **SECTION B: SUPPLIES OR SERVICES AND PRICE**

- B.1** The Office of Procurement on behalf of the District of Columbia Public Library (DCPL) is seeking a contractor to provide Office Systems Furniture.
- B.2** This Invitation for Bid is designated for the Set Aside Market with a 35% Subcontracting Effort.
- B.3** The library contemplates award of a firm-fixed contract.
- B.4** **PRICE SCHEDULE – FIRM FIXED PRICE**  
**SEE ATTACHED PRICING DOCUMENT CONSISTING OF 202 PAGES TILTED**  
**SECTION B (J.9)**  
**PLEASE SHOW DETAILED PRICING ON THIS DOCUMENT.**
- B.4.1** All items related to this solicitation must be delivered and invoiced by September 30,2008.

## **SECTION C: SPECIFICATIONS/WORK STATEMENT**

### **C.1 SCOPE:**

The District of Columbia Public Library (DCPL) seeks a contractor to provide and install Workstations, Office Furniture, Conference Room Furniture, Work Room Furniture, Reception Area Furniture and miscellaneous furniture and accessories as required for the installation of Modular Furniture and workstations in accordance with the architectural drawings as accomplished by Bell Architects.

#### **C.1.1 APPLICABLE DOCUMENTS**

<b>Item No.</b>	<b>Document Type</b>	<b>Title</b>	<b>Date</b>
1	Hard Copy	Specifications	7-09-07
2	Hard Copy	Project Drawings	6-27-08

#### **C.1.2 DEFINITIONS**

- A. Exposed Surfaces: Surfaces visible when doors and drawers are closed, including visible surfaces in open cabinets or behind glass doors.
- B. Semi-exposed Surfaces: Surfaces behind opaque doors or drawer fronts, including interior faces of doors and interiors and sides of drawers.
- C. Concealed Surfaces: Surfaces not usually visible after installation, including sleepers, web frames, dust panels, bottoms of drawers, and ends of cabinets installed directly against and completely concealed by walls or other cabinets. Tops of wall cabinets and utility cabinets are defined as "concealed".

### **C.2 BACKGROUND**

The District of Columbia Public Library is seeking a Furniture vendor to provide executive and administrative furniture for the 4<sup>th</sup> floor of the Martin Luther King Jr., Memorial Library. DCPL has completed an electrical renovation to accommodate the new line of system furniture requested in this package.

**SECTION D: PACKAGING AND MARKING**

The packaging and marking requirements for the resultant contract shall be governed by clause number (2), Shipping Instructions-Consignment, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated November, 2004.

## **SECTION E: INSPECTION AND ACCEPTANCE**

The inspection and acceptance requirements for the resultant contract shall be governed by clause number five \*(5) Inspection of Supplies of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated November, 2004.

## **SECTION F: DELIVERIES OR PERFORMANCE**

### **F.1 TERM OF CONTRACT**

The term of the contract shall be for a period of 30 days from date of award specified on the cover page of the contract.

## **SECTION G : CONTRACT ADMINISTRATION DATA**

### **G.1 INVOICE PAYMENT**

**G.1.1** The District will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.

**G.1.2** The District will pay the Contractor on or before the 30<sup>th</sup> day after receiving a proper invoice from the Contractor.

### **G.2 INVOICE SUBMITTAL**

**G.2.1** The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in Section G.4. Invoices shall be prepared in duplicate and submitted to the agency Chief Financial Officer (CFO) with concurrent copies to the Contracting Officer's Technical Representative (COTR) specified in Section G.9 below. The address of the CFO is:

**Name:** MLK Library – Chief Financial Officer  
**Address:** 901 G Street, NW Room 441  
Washington, DC 20001  
**Telephone:** 202-727-1198

**G.2.2** To constitute a proper invoice, the Contractor shall submit the following information on the invoice:

**G.2.2.1** Contractor's name, Federal tax ID and invoice date (Contractors shall date invoices on the date of mailing or transmittal);

**G.2.2.2** Contract number and invoice number;

**G.2.2.3** Description, price, quantity and the date(s) that the supplies or services were delivered or performed.

**G.2.2.4** Other supporting documentation or information, as required by the Contracting Officer;

**G.2.2.5** Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;

**G.2.2.6** Name, title, phone number of person preparing the invoice;

**G.2.2.7** Name, title, phone number and mailing address of person (if different from the person identified in G.2.2.6 above) to be notified in the event of a defective invoice; and

**G.2.2.8** Authorized signature.

### **G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT**

- G.3.1** For contracts subject to the 51% District Residents New Hires Requirements and First Source Employment Agreement requirements, final request for payment must be accompanied by the report or a waiver of compliance discussed in section H.3.5.
- G.3.2** No final payment shall be made to the Contractor until the CFO has received the Contracting Officer's final determination or approval of waiver of the Contractor's compliance with 51% District Residents New Hires Requirements and First Source Employment Agreement requirements.

### **G.4 PAYMENT**

G.4.1 DCPL will make payments to the Contractor in accordance with the terms of the contract upon the submission of proper invoices or vouchers less any discounts, allowance or adjustments provided for in this contract.

G.4.2 After review and acceptance by the COTR of monthly vouchers and reports, partial payments will be made monthly to the Contractor as soon as practicable of 90% of the amount approved, less all-previous payments. If the Contracting Officer determines that the work is progressing satisfactorily and that the amount of money retained is in excess of the amount considered by CO to be adequate for the protection of the District, he/she may at CO discretion release to the Contractor such excess amount.

G.4.3 DCPL will pay the Contractor on before the 30th day after receiving proper invoice from the Contractor.

### **G.5 ASSIGNMENT OF CONTRACT PAYMENTS**

- G.5.1** In accordance with 27 DCMR 3250, the Contractor may assign funds due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution.
- G.5.2** Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.
- G.5.3** Notwithstanding an assignment of contract payments, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

Pursuant to the instrument of assignment dated \_\_\_\_\_,  
make payment of this invoice to \_\_\_\_\_  
(name and address of assignee).



## **G.6 THE QUICK PAYMENT CLAUSE**

### **G.6.1 Interest Penalties to Contractors**

**G.6.1.1** The District will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code §2-221.01 et seq., for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before:

- a) the 3<sup>rd</sup> day after the required payment date for meat or a meat product;
- b) the 5<sup>th</sup> day after the required payment date for an agricultural commodity; or
- c) the 15<sup>th</sup> day after the required payment date for any other item.

**G.6.1.2** Any amount of an interest penalty which remains unpaid at the end of any 30-day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.

### **G.6.2 Payments to Subcontractors**

**G.6.2.1** The Contractor must take one of the following actions within 7 days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under a contract:

- a) Pay the subcontractor for the proportionate share of the total payment received from the District that is attributable to the subcontractor for work performed under the contract; or
- b) Notify the District and the subcontractor, in writing, of the Contractor's intention to withhold all or part of the subcontractor's payment and state the reason for the nonpayment.

**G.6.2.2** The Contractor must pay any lower-tier subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before:

- a) the 3<sup>rd</sup> day after the required payment date for meat or a meat product;
- b) the 5<sup>th</sup> day after the required payment date for an agricultural commodity; or
- c) the 15<sup>th</sup> day after the required payment date for any other item.

**G.6.2.3** Any amount of an interest penalty which remains unpaid by the Contractor at the end of any 30-day period shall be added to the principal amount of the debt to the subcontractor and thereafter interest penalties shall accrue on the added amount.

**G.6.2.4** A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act

Office Systems Furniture

does not constitute a dispute to which the District of Columbia is a party. The District of Columbia may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

**G.7 CONTRACTING OFFICER (CO)**

Contracts may be entered into and signed on behalf of the District only by contracting officers. The name, address and telephone number of the Contracting Officer is:

**Wayne R. Minor, Chief Procurement Officer  
District of Columbia Public Library  
Office of Procurement  
901 G Street, N.W., Room 401  
Washington, D.C. 20001  
Telephone Number: (202) 727-1206  
Facsimile Number: (202) 727-1129**

**G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER**

- G.8.1** The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract.
- G.8.2** The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the Contracting Officer.
- G.8.3** In the event the Contractor effects any change at the instruction or request of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

**G.9 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)**

- G.9.1** The COTR is responsible for general administration of the contract and advising the Contracting Officer as to the Contractor's compliance or noncompliance with the contract. In addition, the COTR is responsible for the day-to-day monitoring and supervision of the contract, of ensuring that the work conforms to the requirements of this contract and such other responsibilities and authorities as may be specified in the contract. The COTR for this contract is:

**Edward Hampton  
Director, Facilities Management  
District of Columbia Public Library  
901 G Street N.W., Room 433  
Washington, DC 20001  
Telephone: 202-442-6067  
Cell: 202-834-5636  
Fax: 202-727-4792**